

TAXI
BLANKET PURCHASE AGREEMENT
**IAW FAR 25.401(b) (6), this contract format is exempt from
WTO GPA and FedBizOps Notice Requirements**

LAYOUT OF THIS MODEL

- List of Updates to the Model Contract
- Tick List for the Contracting Officer
- Sample Cover Letter
- Clauses which must be included

UPDATES TO THE MODEL

12/30/2013 - Update FAC 2005– 65, 67, 69 and 70; (52.204-7, 52.204-12, 52.204-13, 52.212-1, 52.212-3, 52.212-4, 52.212-5, 52.213.4, 52.225-19, 52.225-25, and 52-229-6); PIB 2012-16 (52.232-99 deviation already included in models); PIB 2013-04 (52.204-99 deviation cancelled and removed)

08/23/2013 – Verified DBA language correct

02/07/2013 – Updated FAC 2005 – 60, 61, 62, 63; (52.212-3, 52-212-5 and 52.225-25)

09/12/2012 – Update PIB 2012-16, 17, 18

05/23/2012 - Update FAC 2005-56-59, PIB 2012-11 (52.212-3, and 52.212-5) and PIB 2012-11 and -10

02/21/2012 Update per FAC 2005-55 (52.212-4, and 52.212-5)

12/23/2011 – Update FAC 2005-54 (52.212-3 and 52.212-5)

7/1/11 – Update FAC 2005-52 (52.212-3 and 52.212-5)

1/21/11 – Updated per FAC 47-48 and PIB 2011-03, 52.204-9, and 52.212-3

10/20/10 – Updated 52.212-3 and 52.213-4

10/08/10 – Updated 52.212-5

10/05/10 – FAC 2005-46 add 52.223-18D

09/07/10 - FAC 2005-45 to update 52.212-3, 52.212-5

07/22/10 - FAC 2005-44 to update 52.212-5; 52.213-4 update not needed since just incorporated by reference and already updated to JUL 10 in FAC 43

07/14/10 – FAC 2005-43 to update 52.212-5, 52.213-4, and 52.222-19

07/01/10 – Update FAC 2005-42 (52.213-4)

6/28/10 - Update per PIB 2010 today's date to add 52.222-40 DEVIATION

04/29/10 – No change required by FAC 2005-41

04/23/10 – No change required by FAC 2005-39; FAC 2005-40 has the following changes:
(52.212-5)

01/13/10 – Change required per FAC 2005-38 (52.212-5)

09/08/09 – Change in #31 under FAR 52.212-5

08/28/09 – Change required by FAC 2005-35 and 36 (52.212-3 and 5)

08/14/09 – Change required by FAC 2005-34 (52.212-3)

07/21/09 – 652.228-74. Updated DBA rates

07/15/09 - Change required by FAC 2005-32 & 33 (52.212-3 and 5)

02/25/09 – Change required by FAC 2005-29 and 30 (52.212-5)

12/19/08 – Change required by FAC 2005-28 (52.212-5)

10/07/2008 – Change required by FAC 2005-27 (52.212-4 and 52.212.-5)

07/25/08 – Changes required by PIBs 2008-20 and 2008-21, inclusion of Contractor Identification clause and DBA rate changes

07/07/08 – Update FAC 2005-26 (52.212-1, 52.212-3, 52.212-5)

6/26/08 – Update per FAC 2005-23 thru 25 (52.212-1, 52.212-3, 52.212-5, 52.204-6, 52.222-19)

5/30/08 – Added note to include 52.222-19 if danger post

1/31/08 – No change required by FAC 2005-23; DBA fill in 652.228-71

12/05/07 - Change required by FAC 2005-21 & 22

11/09/07 – Added requirements for ordering officials

09/20/07 - No updated required by FAC 2005-20

09/05/07 – Change required by FAC 2005-19 (update) (52.212-5 & 52.204-9)

07/17/07 – Change required by FAC 2005-18 (update) (52.212-5)

07/11/07 – No change required by FAC 2005-17

03/26/07 – Change required by FAC 2005-16 (update) (52.212-5)

12/15/06 – Change required by FAC 2005-15 (update) (52.212-4)

12/13/06 - Change required by FAC 2005-14 (update) (52.212-5)

CONTRACTING OFFICER TICKLIST AND GUIDANCE FOR THIS MODEL

- ☐ This BPA shall not be used as a pre-paid authorization to purchase tickets. In addition, BPA's for taxi/transportation services shall be awarded to a minimum of three vendors. Calls for services under this BPA shall rotate equitably among the BPA holders
- ☐ Please see discussions of how to award and administer BPA's in Chapter 2 of the Cookbook.
- ☐ General - The Contracting Officer should enter into Blanket Purchase Agreements (BPAs) with 3 or more firms so that competition is obtained when required by FAR 13.104, 13.106 and 13.202. The Contracting Officer should solicit the market place to locate possible sources. Typically, the Contracting Officer should establish BPAs with vendors that the USG frequently uses. Individual service or buying calls should be rotated among the BPA holders (see Chapter 2 of the Cookbook).
- ☐ Use of this Model - Use this model when soliciting quotations for BPAs, normally, the Embassy will establish BPAs without prices and with limited, if any, specifications, describing the supplies or services to be provided. In these cases, the Embassy would establish BPAs with companies from whom the Embassy expects to make multiple small purchases throughout the year. With these types of BPAs, a solicitation is not normally issued. Rather, a BPA is simply established between the Government and the vendor. Examples include BPAs for hardware supplies, office supplies, maintenance of Embassy equipment, and cell phones for VIP delegations.
- ☐ Placing Orders - BPA orders are generally placed orally or in person. When authorized by the BPA to place an order, you should provide the vendor with the following information:
 1. Title, name and office of the caller. This must be with an authorized ordering person cited in the BPA as an authorized caller.
 2. BPA Number
 3. Date Order is Placed
 4. Services desired and quantities. The unit prices and extension of prices less discounts must be agreed upon at this point.
 5. Date of Service

6. At a minimum include the BPA number and the ordering office.

- ☐ Award of BPAs - You must let firms know that the USG intends to award BPAs to those firms that are technically acceptable, responsible, and clearly intend to sell products or services to the US Government at market prices or below. Firms also need to know that while we may award multiple BPAs, we will only award the number of BPAs we believe sufficient to meet our needs and regulatory competition requirements. In other words, even if we have six firms that are technically acceptable and responsible with fair and reasonable prices, we may award less than six BPAs if we have no need for six sources of this service.

The Contracting Officer will determine technical acceptability by ensuring that the firm is able to comply with the terms of this BPA. Responsibility will be based on requirements of FAR 9.1 including:

- adequate financial resources or the ability to obtain them;
- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- satisfactory record of integrity and business ethics;
- necessary organization, experience, and skills or the ability to obtain them;
- necessary equipment and facilities or the ability to obtain them; and be otherwise qualified and eligible to receive an award under applicable laws and regulations.

- ☐ Documenting Orders Placed Against BPAs - Any purchase made pursuant to this agreement will be based on quotations obtained orally by telephone or personal contact at the time the Government's need for the service arises by an ordering official/authorized caller. The authorized caller who places the order, will provide full information of the time and location where the vehicle must be. The vendor shall provide the all information of the vehicle (plate number, color and make and model of the vehicle). After the service has been provided, the driver shall fill out the ticket which must indicate the date of service, origin, destination and purpose of trip. The ticket must be signed by the embassy employee. The employee in turn submits their copy of the ticket to the authorized caller and/or BPA Administrator.

- ☐ Funding - Like all other purchases, the BPA must be backed by a commitment of funds. To ensure adequate funding, it is essential to maintain records of all orders placed against a BPA. A copy of a BPA purchase log which must be maintained is included within this model (the log may be found as part of page five of the DS-1920 Blanket Purchase Agreement File). The purchase log shall be provided to Post's Financial Management Office/Certifying Office by the fifth work day of each month. In addition, a copy must be filed in the GSO procurement office with the DS-1920 file, and reporting transactions to

the State/Federal Procurement Data System (S/FPDS).

- ☐ More funding - The use of BPAs does not exempt us from the responsibility for keeping obligations and expenditures within committed funds. If the BPA was backed by a commitment of bulk funds, it is your responsibility to ensure that funding levels are not exceeded, to avoid an Anti-Deficiency Act violation. Contact the Financial Management Office well in advance, if additional funding will be required.
- ☐ Remember that, since a BPA is not a contract, neither party is bound to its terms. However, if an order is issued under the BPA and the BPA-holder agrees to provide the service, that individual order becomes a binding contract between the parties and both parties are then bound to all the terms and conditions in the BPA for that order.
- ☐ Invoices - Invoices will be submitted directly to the Financial Management Office for payment. Upon receipt of the supplies or services, you must sign the vendor's delivery ticket receipt. The vendor must attach a copy of these receipts with its invoice.
- ☐ Annual Reviews - The Contracting Officer will conduct an annual review of orders placed under this BPA in accordance with FAR 13.303-6 so that the Contracting Officer can:
 - ensure proper procedures are being followed by the authorized callers, including use of competition;
 - award new BPAs if changes in the market conditions, such as pricing, have occurred;
 - discontinue the BPA with firms to whom orders have not been issued;
 - update the BPA if necessary
- ☐ Issuance of Orders Under the BPAs - Authorized callers must record the information shown on the last page of the DS-1920, Blanket Purchase Agreement file folder (the "blue" folder) for each order. The Contracting Officer should copy this page from the DS-1920 and distribute it electronically or in paper version to authorized callers for their use.
- ☐ The Contracting Officer also needs to establish control procedures for the BPAs. For example, you need to establish whether you want the authorized callers to provide a copy of the last page of the DS-1920 each time an order is issued, or on a monthly basis, or in a shared directory so others in the Embassy (the FMO, for example) can track purchases.
- ☐ Include clauses if the BPA is for \$3,000 or more.

- ☐ If you have questions about FAR Provisions and clauses, consult FAR 52.3, the provision and clause matrix, at http://acquisition.gov/far/current/html/52_301Matrix.html. Do NOT delete any provisions or clauses without talking with your OPE Desk Officer.
- ☐ If you use the OF 347 or SF 1449 as the cover page, you may delete the Contracting Officer's signature at the end of the BPA sample letter below, as the forms contain a signature block and the Contracting Officer may sign there instead.
- ☐ Always use OPE's most recent contract model. Do not recycle an older version. Contract models are updated with FAR clauses many times per year.
- ☐ In the documentation to the OPE Desk Officer, Contracting Officer has stated the file name of the model the Contracting Officer has copied from OPE's website.
- ☐ Instructions for each "[*Note to Contracting Officer*]" have been followed
- ☐ Offeror and Contracting Officer have completed all appropriate fill-in-the-blank sections.
- ☐ You have coordinated the tasks with the requirements office to ensure all tasks are necessary.
- ☐ REQUIRED – Before sending to OPE for review, if this is ever necessary for a BPA, all modified clauses are highlighted unless the instructions for that clause in the model expressly state that post should modify the clause to reflect post specifics.
 - ☐ REQUIRED - Rationale for this modification has been included in the memo requesting review from A/OPE.
 - ☐ Highlights have been removed before issuing solicitation
- ☐ Bio-preferred products – If U.S. firms or products are being solicited then include 52.223-1 and 52.223-2 in the solicitation/contract. Include by reference in the FAR section.
- ☐ Your A/OPE Desk Officer has approved this document when and where approval is appropriate
- ☐ The entire contract model, including all completed tick lists and instructions, has been saved somewhere for your records so you'll have a history of what you've done.
- ☐ "Model Updates" at the beginning of this document were deleted before final printing.

- ☐ ALL “Tick List and Guidance” comments have been deleted before final printing.
- ☐ “[*Notes to Contracting Officer*]” which are embedded in the model have been deleted before final printing
- ☐ Contracting Officer has read the document before it has been submitted to A/OPE/EAD for review, if a review was necessary.
- ☐ Contracting Officer has made sure all A/OPE/EAD comments are incorporated before issuance.
- ☐ Contracting Officer has actually read the final document before distribution.
- ☐ The document makes sense to both you and your Desk Officer
- ☐ PIB 2007-14 has been reviewed to ensure public notification/advertising requirements have been satisfied where appropriate. When in doubt, contact your OPE Desk Officer.
- ☐ The proposed COR has been notified of all required training as set forth in DOSAR subpart 642 to ensure these requirements have been satisfied prior to or at the time of award.
- ☐ Contracting Officer has negotiated for the lowest priced technically acceptable offer.
- ☐ Any clauses which are included are included at the end after the acceptance signature of the vendor.
- ☐ Defense Base Act Insurance clauses reviewed and modified
 - ☐ When the Contracting Officer has a reasonable expectation that no covered Contractor employees (see PIB 2009-20 on OPE intranet site for definition of covered versus non covered employees) will be included in the offers (e.g., offers will come from local overseas contractors and the work is to be performed in a country that has local workers’ compensation laws), the Contracting Officer shall include the following FAR clause and DOSAR provision in the document:
 - ☐ FAR clause 52.228-4, *Workers’ Compensation and War-Hazard Insurance Overseas*; place in clauses section
 - ☐ Provision entitled *Defense Base Act – Covered Contractor Employees*; place in clauses section. See the end of the model contract

- ☐ If, in response to the document, any offeror knows that they will employ covered employees, the offeror is required to notify the Contracting Officer prior to the closing date.

Also add the following clauses/provisions if using covered employees:

- ☐ FAR clause 52.228-3, *Workers' Compensation Insurance (Defense Base Act)*; place at the end of the BPA.
- ☐ DOSAR clause 652.228-71, *Workers' Compensation Insurance (Defense Base Act) – Services*; place at the end of the BPA.
- ☐ American Business Sources. If you know or expect that American businesses may submit a proposal, you must include the following solicitation provision, in addition to the other certifications contained in this solicitation. This certification is used to determine whether the firm is considered small by the Small Business Administration (SBA).
- ☐ If you receive an offer from a small business, and you determine that firm to be non-responsible, then you must refer the matter to A/OPE and A/SDBU for referral to SBA; any determination of non-responsibility of an American small business must be referred to SBA prior to award of the contract. SBA will then determine whether to issue a Certificate of Competency (SBA) attesting to the firm's ability to perform the contract. For more information, see FAR 19.000(b) and 19.6.
- ☐ If the above conditions are met, include the following at the end of the BPA

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2012)

[Note to Contracting Officer: call your OPE Desk Officer for the information necessary to fill in the following blanks.]

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is _____ **[insert NAICS code]**.
- (2) The small business size standard is _____ **[insert size standard]**.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations.
- (1) The offeror represents as part of its offer that it *o* is, *o* is not a small business concern.

(2) [***Note to Contracting Officer: Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.***] The offeror represents, for general statistical purposes, that it *o* is, *o* is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [***Note to Contracting Officer: Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.***] The offeror represents as part of its offer that it *o* is, *o* is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [***Note to Contracting Officer: Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.***] The offeror represents as part of its offer that—

(i) It *o* is, *o* is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It *o* is, *o* not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [*The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.*] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [***Note to Contracting Officer: Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.***] The offeror represents as part of its offer that—

(i) It *o* is, *o* is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It *o* is, *o* is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [*The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.*] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [***Note to Contracting Officer: Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.***] The offeror represents as part of its offer that it *o* is, *o* is not a veteran-owned small business concern.

(7) [***Note to Contracting Officer: Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.***] The offeror represents as part of its offer that it *o* is, *o* is not a service-disabled veteran-owned small business concern.

(8) ***[Note to Contracting Officer: Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]*** The offeror represents, as part of its offer, that—

(i) It *is*, *is not* a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It *is*, *is not* a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. ***[Note to Contracting Officer: the offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.]*** Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) “Service-disabled veteran” means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm’s status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

☐ If U.S. firms are being solicited/awarded a BPA the following FAR clause must be provided in full text:

**52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL
LABOR RELATIONS ACT (DEC 2010)**

(a) During the term of this contract, the Contractor shall post a notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2 (d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relation Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any website that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's website that contains the full text of the poster. The link to the Department's website, as referenced in (b)(3) of this section must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required notice, printed by the Department of Labor, can be –

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs; or

(2) Provided by the Federal contracting agency, if requested;

(3) Downloaded from the Office of Labor-Management Standards web site at <http://www.dol.gov/olms/regs/compliance/EO13496.htm> ; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the Employee Notification referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the Employee Notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and FAR Subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 471, which implements E.O. 13496 or as otherwise provided by law.

(f) Subcontracts.

(1) The Contractor shall include the substance of the provisions of paragraphs (a) through (f) of this clause in every subcontract that exceeds \$10,000 unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor and subcontractor are not permitted to procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this subpart.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for non compliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

☐ Inherently Government Function (IGF): Reminder for Requiring Offices - All requirements for new services must undergo a pre-award assessment by the requiring office to ensure the statement of work does not include any inherently governmental functions. The Form DS-4208, Request for Services Contract Approval, found in PIB 2012-11, Attachment 1 is available on e-Forms and will be used to meet this requirement.

☐ 3rd Country Nationals: The clause, Recruitment of Third Country Nationals for Performance on Department of State Contracts, shall be included in any solicitation and contract (including commercial items) valued over \$150,000 requiring non-professional labor where contract performance will require recruitment of third country national labor specifically for contract performance Contractors shall submit Recruitment and Housing Plans as appropriate and shall be evaluated and contracts shall only be awarded to contractors submitting acceptable plans (PIB 2012-10).

RECRUITMENT OF THIRD COUNTRY NATIONALS FOR PERFORMANCE ON DEPARTMENT OF STATE CONTRACTS (October 17, 2012)

1. On contracts exceeding \$150,000 where performance will require the recruitment of non-professional third country nationals, the offeror is required to submit a **Recruitment Plan** as part of the proposal. Contractors providing employer furnished housing are required to submit a **Housing Plan**.

2. Recruitment Plan

- a. State the anticipated number of workers to be recruited, the skills they are expected to have, and the country or countries from which the Contractor intends to recruit them.
- b. Explain how the Contractor intends to attract candidates and the recruitment strategy including the recruiter.
- c. Provide sample recruitment agreement in English.
- d. State in the offer that the recruited employee will not be charged recruitment or any similar fees. The Contractor or employer pays the recruitment fees for the worker if recruited by the Contractor or subcontractor to work specifically on Department of State jobs.
- e. State in the offer that the Contractor's recruitment practices comply with recruiting nation and host country labor laws.
- f. State in the offer that the Contractor has read and understands the requirements of FAR 52.222-50 Combating Trafficking in Persons.
- g. Contractor and subcontractors shall only use bona fide licensed recruitment companies. Recruitment companies shall only use bona fide employees and not independent agents.
- h. Contractor will advise the Contracting Officer of any changes to the Recruitment Plan during performance.

3. The offeror will submit a **Housing Plan** if the Contractor intends to provide employer furnished housing for TCNs. The **Housing Plan** must describe the location and description of the proposed housing. Contractors must state in their offer that housing meets host country housing and safety standards and local codes or explain any variance. Contractor shall comply with any Temporary Labor Camp standards contained in this contract. In contracts without a Temporary Labor Camp standard, fifty square feet is the minimum amount of space per person without a Contracting Officer waiver. Contractor shall submit proposed changes to their Housing Plan to the Contracting Officer for approval.

4. Department of State contractor and subcontractors will treat employees with respect and dignity by taking the following actions:

- a. Contractor may not hold employee passports and other identification documents longer than 48 hours without employee concurrence. Contractors and subcontractors are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or

other immigration document to prevent or restrict the person's liberty to move or travel in order to maintain the services of that person, when the person is or has been a victim of a severe form of trafficking in persons.

b. Contractor shall provide employees with signed copies of the/their employment contracts, in English and the employee's native language, that define the terms of employment, compensation, job description, and benefits. Contracts must be provided prior to employee departure from their countries of origin.

c. Contractor shall provide all employees with a "Know Your Rights" brochure and document that employees have been briefed on the contents of the brochure. The English language version is available at <http://www.state.gov/j/tip> or from the Contracting Officer.

d. Contractor shall brief employees on the requirements of the FAR 52.222-50 Combating Trafficking in Persons including the requirements against commercial sex even in countries where it is legal and shall provide a copy of the briefing to the Contracting Officer Representative (COR).

e. Contractor shall display posters in worker housing advising employees in English and the dominant language of the Third Country Nationals being housed of the requirement to report violations of Trafficking in Persons to the company and the company's obligation to report to the Contracting Officer. The poster shall also indicate that reports can also be submitted to the Office of the Inspector General (OIG) Hotline at 202-647-3320 or 1-800-409-9926 or via e-mail at OIGHotline@state.gov.

f. Contractor and subcontractors shall comply with sending and receiving nation laws regarding transit, entry, exit, visas, and work permits. Contractors are responsible for repatriation of workers imported for contract performance.

g. Contractor will monitor subcontractor compliance at all tiers. This includes verification that subcontractors are aware of, and understand, the requirements of FAR 52.222-50 Combating Trafficking in Persons and this clause. Contractors specifically agree to allow U.S. Government personnel access to contractor and subcontractor personnel, records, and housing for audit of compliance with these requirements.

h. The Contractor agrees to include this clause in all subcontracts over \$150,000 involving recruitment of third country national for subcontractor performance.

BLANKET PURCHASE AGREEMENT (BPA) PURCHASE LOG			
CONTRACTING OFFICE COMPLETES			
BPA NUMBER S _____	CONTRACTOR NAME AND ADDRESS		
\$ LIMITATION PER PURCHASE * _____	TELEPHONE NUMBER		
\$ LIMITATIONS FOR THIS BPA _____	TYPE OF BUSINESS (Check one)		
BPA EFFECTIVE DATE (mm-dd-yyyy) _____	<input type="checkbox"/> Small U.S. <input type="checkbox"/> Non U.S./Outside U.S. <input type="checkbox"/> Small Disadvantaged U.S. <input type="checkbox"/> Small Service Disabled Veterans U.S. <input type="checkbox"/> Small Woman-Owned U.S. <input type="checkbox"/> Small Veteran-Owned U.S. <input type="checkbox"/> Large U.S. <input type="checkbox"/> HBCU <input type="checkbox"/> Other U.S. <input type="checkbox"/> HubZone		
BPA EXPIRATION DATE (mm-dd-yyyy) _____			
BPA ADMINISTRATOR _____			
* Individual purchases exceeding \$3,000 must comply with FAR 13.106			
AUTHORIZED PURCHASER COMPLETES (Except where noted)			
ORDER NUMBER			
DESCRIPTION OF ITEMS OR SERVICES <i>(Attach additional sheet, if necessary)</i>			
DELIVERY LOCATION			
DATE FUNDS AVAILABILITY CERTIFIED (mm-dd-yyyy)			
DATE FUNDS AVAILABILITY CERTIFIED (mm-dd-yyyy)			
COMPETITION 1- Order under \$3,000 2- Order over \$3,000; 3 suppliers solicited 3- Order over \$3,000; 3 suppliers not solicited	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3
ORDER PLACED BY (FULL NAME)			
DATE ORDER PLACED (mm-dd-yyyy)			
CONTRACTOR'S REPRESENTATIVE (FULL NAME)			
TYPE OF ORDER (O=Oral, W=Written, IP=In Person)	<input type="checkbox"/> O <input type="checkbox"/> W <input type="checkbox"/> IP	<input type="checkbox"/> O <input type="checkbox"/> W <input type="checkbox"/> IP	<input type="checkbox"/> O <input type="checkbox"/> W <input type="checkbox"/> IP
QUANTITY			
UNIT COST			
INVOICE DATE (mm-dd-yyyy)			
TOTAL PRICE			
DELIVERY DATE (mm-dd-yyyy)			
DATE RECEIVING OFFICE NOTIFIED (mm-dd-yyyy)			
ORDER RECEIVED BY (FULL NAME)			
DATE ORDER RECEIVED (mm-dd-yyyy)			
DELIVERY TICKET/SALES SLIP WITH ORDER?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
INVOICE RECEIVED BY (FULL NAME)			
DATE INVOICE RECEIVED (mm-dd-yyyy)			
INVOICE NUMBER			
INVOICE AMOUNT			

SAMPLE MEMORANDUM

[Note to Contracting Officer: insert information]

U.S. Embassy _____

Date: _____

MEMORANDUM

To: Motor Pool Dispatcher – *[Note to Contracting Officer: insert information]*

From: GSO – *[Note to Contracting Officer: insert information]*

Subject: BPA(s) for Taxi/Transportation Services

To whom it may concern,

My staff has set-up a BPA(s) for Taxi/Transportation Services. Copy of subject BPA(s) is/are attached. I have also attached a copy of the call log, a copy of which must be submitted to Finance and to my office of the fifth workday of each month. Finance has committed bulk funds for FY__ *[Note to Contracting Officer: insert information]* as stated:

Dollars Committed

BPA Number

Name of Vendor(s)

[Note to Contracting Officer: insert information]

Funds will be obligated at the time the order is placed. Funds that are not used by the end of each fiscal year will no longer be available for obligation. You must request bulk funding for the continuing years.

Attachments:

As Stated.

ORDER FOR SUPPLIES OR SERVICES						PAGE	OF	PAGES
IMPORTANT: Mark all packages and papers with contract and/or order numbers.								
1. DATE OF ORDER		2. CONTRACT NO. (If any)		6. SHIP TO:				
3. ORDER NO.		4. REQUISITION/REFERENCE NO.		a. NAME OF CONSIGNEE				
5. ISSUING OFFICE: (Address correspondence to)				b. STREET ADDRESS				
7. TO:				c. CITY		d. STATE		e. ZIP CODE
				f. SHIP VIA:				
a. NAME OF CONTRACTOR				8. TYPE OF ORDER				
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE REFERENCE YOUR: _____ Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheets, if any, including delivery as indicated.		<input type="checkbox"/> b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.		
c. STREET ADDRESS								
d. CITY		e. STATE		f. ZIP CODE				
9. ACCOUNTING AND APPROPRIATION DATA				10. REQUISITIONING OFFICE				
11. BUSINESS CLASSIFICATION (Check appropriate box(es))							12. F.O.B. POINT	
<input type="checkbox"/> a. SMALL		<input type="checkbox"/> b. OTHER THAN SMALL		<input type="checkbox"/> c. DISADVANTAGED		<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED		
<input type="checkbox"/> d. WOMEN-OWNED		<input type="checkbox"/> e. HUBZone		<input type="checkbox"/> f. EMERGING SMALL BUSINESS				
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)		16. DISCOUNT TERMS		
a. INSPECTION		b. ACCEPTANCE						
17. SCHEDULE (See reverse for Rejections)								
ITEM NO. (a)	SUPPLIES OR SERVICES (b)			QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.			
	21. MAIL INVOICE TO:							17(h) TOT. (Cont. pages) Text 17(j) GRAND TOTAL
	a. NAME							
	b. STREET ADDRESS (or P.O. Box)							
c. CITY					d. STATE	e. ZIP CODE		
22. UNITED STATES OF AMERICA BY (Signature) ►						23. NAME (Typed)		
						TITLE: CONTRACTING/ORDERING OFFICER		

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (REV. 4/2006)
Prescribed by GSA/FAR 48 CFR 53.213(f)

SAMPLE BPA

1. BPA Number [*Note to Contracting Officer: insert number*]

The American Embassy [*Note to Contracting Officer: insert name*] invites you to enter into this BPA that establishes the terms and conditions applicable to future purchases of :
[*Note to Contracting Officer: insert supplies or services, and description, if applicable.*]

2. Expiration Date:

BPA expires on [*Note to Contracting Officer: insert date*].

3. Embassy Estimate:

The Embassy estimates that the volume of purchases through this agreement will be [*Note to Contracting Officer: insert amount*].

4. Terms and Conditions:

- The Embassy is **not** obligated to purchase any definite amount under this agreement.
- No single purchase will exceed USD [*Note to Contracting Officer: insert amount*] or the equivalent in local currency.
- The total amount ordered under this agreement will not exceed \$150,000 or the equivalent in local currency.
- The prices to the Government shall be as low, or lower, than those charged your most favored customers for comparable quantities under similar terms and conditions, in addition to any discount for prompt payment.

5. Authorized Employees

The following employees are authorized to place orders:

<u>Name</u>	<u>Job Title</u>	<u>Dollar Limitation</u>

[*Note to Contracting Officer: insert name, job title, and individual dollar limitation. Please note non-warranted officials can be appointed as Ordering Officials for orders not to exceed \$3,000 per order; Orders over \$3,000 must be issued by a warranted Contracting Officer.*]

No other employee may place an order against this BPA unless authorized in writing by the contracting officer.

6. Delivery Tickets

All shipments/deliveries shall be accompanied by a delivery ticket or sales slip including the following information:

- Name of supplier
- BPA number
- Date of purchase
- Purchase number
- Itemized list of supplies or services furnished
- Quantity, unit price, and extension of each item, less applicable discounts
- Date of delivery or shipment
- Name of the authorized employee who placed the order

7. Invoices

The BPA holder shall submit a summary invoice at least monthly or upon expiration of this BPA, whichever occurs first, for all deliveries made during a billing period. The invoice shall identify the delivery tickets covered therein, stating the total dollar value, and supported by recent copies of the delivery tickets.

8. FAR and DOSAR Clauses:

The FAR and DOSAR clauses attached to this BPA shall apply to all purchases made under this BPA. In the event of an inconsistency between the provisions of this BPA and your invoice, the provisions of the BPA shall take precedence.

9. Acceptance:

You are requested to acknowledge acceptance of this BPA, including its terms, conditions, and clauses, by signing and returning a copy to [*Note to Contracting Officer: insert Contracting Officer's Name*], American Embassy [*Note to Contracting Officer Insert name and address*].

Sincerely,

[*Note to Contracting Officer: insert name*]
Contracting Officer

BPA Accepted:

Signature

Date

(Typed or Printed Name, and Title of Signer)

Please indicate the remittance or check mailing address in the space provided below if different from the address to which this Agreement was addressed.

WORK REQUIREMENTS

General

The BPA Holder shall provide services for the United States Embassy/Mission [***Note to Contracting Officer: insert information***]_____ as described. This consists of provision of taxi transportation services for the U.S. Embassy within the geographic area(s) of [***Note to Contracting Officer: insert information***]_____.

Authorized Service Requestors

Each BPA call order will list the names and phone numbers of all authorized service requestor(s). Service requestors are only authorized to order service within the boundaries established in the BPA call order.

Project Manager

The BPA holder shall designate a Project Manager who shall be the BPA Holder's point of contact. The Project Manager shall be responsible for managing the BPA holder's work under this agreement, including delegating requests to drivers with any instruction required and ensuring a smooth and effective operation. The BPA Holder's Project Manager and telephone number are:

[***Note to Contracting Officer: insert information***]

Project Manager: _____
Telephone Manager: _____

Documentation of Usage – Ticket Procedures

Any purchase made pursuant to this agreement will be based on quotations obtained orally by telephone or personal contact at the time the Government's need for the service arises by an ordering official/authorized caller (as designated in paragraph 5). The authorized caller who places the order, will provide full information of the time and location where the vehicle must be. The vendor shall provide the all information of the vehicle (plate number, color and make and model of the vehicle). After the service has been provided, the driver shall fill out the ticket which must indicate the date of service, origin, destination and purpose of trip. The ticket must be signed by the embassy employee. The employee in turn submits their copy of the ticket to the authorized caller and/or BPA Administrator.

Replacement/Servicing

The BPA Holder shall provide a replacement vehicle equivalent to the type that requires replacement, due to accident, breakdown, or any other reason within one (1) hour notice by the driver.

Communication Equipment

The BPA Holder shall provide two-way communication equipment (such as radios, cellular phones or pagers) which will be available for use by the driver at all times during the shift.

Dispatch Points

Dispatch points will be stated in each individual call order

Level of Service – Response Time

Vehicles shall be available to pick up passengers at the dispatch points listed in individual call orders within 15 minutes of a request being made by the authorized requestor.

Personnel

The BPA Holder shall provide qualified drivers for work to be performed under this BPA. Drivers employed to perform services shall be experienced and competent in the performance of such services and shall possess the appropriate license and insurance. The BPA Holder shall provide the Government all information required for drivers with any security clearance, accreditation, vehicle access and licenses required to provide services under this BPA. All personnel assigned for the performance of the respective services shall be regular employees of the BPA Holder. The BPA Holder shall be responsible for any corrective action, within the scope of this BPA, which may be required by the Government as a result of ascertained poor services. The Embassy Motor Pool will furnish personnel authorized to obtain services under this BPA a “TAXI SERVICE COUPON” on which the driver and the passenger fill in the required information such as: driver’s name, name and office of the passenger, to and from destination, date, time and price of the trip. The coupon must be signed by both the driver and the passenger. Originals will be kept by the driver, delivered to the Contractor and attached to the monthly invoice to the Embassy. Copies will be kept by the passenger and returned to the Embassy Motor Pool.

Language Standards

English Skills – Each driver must be able to speak English at least a level 2. This level is defined as follows:

Speaking Level 2 (*Limited Working Proficiency*)

Able to Satisfy Routine Social Demands and Limited Work Requirements

- Can handle routine work-related interactions that are limited in scope.
- In more complex and sophisticated work-related tasks, usage generally disturbs the native speaker.
- Can handle with confidence, but not with facility, most normal high-frequency social conversational situations, including extensive but casual conversations about current events, as well as work, family, and autobiographical information.
- The individual can comprehend most everyday conversations, but has some difficulty understanding native speakers in situations that require specialized or sophisticated knowledge
- The individual's utterances are minimally cohesive to articulate basic concepts.
- Linguistic structure is usually not very elaborate and not thoroughly controlled; errors are frequent.
- Vocabulary use is appropriate for high-frequency utterances, but unusual or imprecise elsewhere.

Examples:

1. *While these interactions will vary widely from individual to individual, the individual can typically ask and answer predictable questions in the workplace and give straightforward instructions to subordinates.*
2. *The individual can participate in personal and accommodation-type interactions with elaboration and facility; that is, can give and understand complicated, detailed and extensive directions and make non-routine changes in travel and accommodation arrangements.*
3. *Simple structures and basic grammatical relations are typically controlled; however, there are areas of weakness.*
4. *In the commonly taught languages, these [areas of weakness] may be simple markings such as plurals, articles, linking words, and negatives, or more complex structures such as tense/aspect usage, case morphology, passive constructions, word order, and embedding.*

Local Knowledge

Be completely familiar with the metropolitan _____ [***Note to Contracting Officer: insert information***] area so as to know alternate routes should primary routes be impassable or otherwise not the best alternative at any given time.

Liability

The BPA Holder assumes absolute responsibility and liability for any and all personal injuries or death and/or property damage or losses suffered due to negligence of the BPA Holder's personnel in the performance of the services required under this agreement.

Insurance

The BPA Holder, at its own expense, shall provide and maintain during the entire period of performance of this Agreement, whatever insurance is legally necessary. The BPA Holder shall procure and maintain insurance during the entire period of performance under this BPA.

Supplies and Equipment

The BPA holder shall provide all services, vehicles, fuel, gasoline, materials, supplies, labor, trade tools, equipment, maintenance services and supervision required for performance under this contract.

Compliance Required

The BPA Holder shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Unless otherwise directed by the Government, the BPA Holder shall comply with the more stringent of the requirements of such laws, regulations and orders. In the event of a conflict among the contract and such laws, regulations and orders, the BPA Holder shall promptly advise the Government of the conflict and of the BPA Holder's proposed course of action for resolution by the Government. The BPA Holder shall be responsible for all damages to persons or property that occur as a result of the BPA Holders' fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others.

CLAUSES FOR BLANKET PURCHASE AGREEMENTS
AWARDED BY OVERSEAS CONTRACTING ACTIVITIES

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html> or <http://farsite.hill.af.mil/vffara.htm>.

DOSAR clauses may be accessed at: <http://www.statebuy.state.gov/dosar/dosartoc.htm>.

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulations (FARs) (48 CFR Chapter 1) clause(s) is/are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
---------------	-----------------------

[Note to Contracting to Contracting Officer: check with your RSO to see if FAR clause 52.204-09 applies at your respective post. Use if Contractor requires physical access to a Federally-controlled facility or access to a Federal information system.]

52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
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52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)
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52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)
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[Note to Contracting Officer: you cannot use both 52.212-4 and 52.213-4 at the same time. One must be deleted and 52.213-4 must be used if this is a non-commercial purchase. Alternate I, OCT 2008, of 52.212-4 applies if the order is time-and-materials or labor-hour.]

52.212-4	CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (SEPT 2013)
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[Note to Contracting Officer: you can't use both 52.212-4 and 52.213-4 at the same time.

One must be deleted and 52.213-4 must be used if this is a non-commercial purchase.]

52.213-4 TERMS AND CONDITIONS – SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (NOV 2013)

52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)

52.223-18 CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)

[Note to Contracting Officer: (applies to services at danger pay posts only) include 52.225-19 Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic Mission Outside the United States (MAR 2008) in accordance with FAR 25.3 if location is danger zone.]

52.225-19 CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES (MAR 2008)

[Note to Contracting Officer: if order involves the production, furnishing or acquiring of data.]

52.227-14 RIGHTS IN DATA – GENERAL (DEC 2007)

[Note to Contracting Officer: if order is for the compilation or production of data for the Government's own use.]

52.227-17 RIGHTS IN DATA – SPECIAL WORKS (DEC 2007)

[Note to Contracting Officer: if order is for software.]

52.227-19 COMMERCIAL COMPUTER SOFTWARE LICENSE (DEC 2007)

[Note to Contracting Officer: if order is for services and contractor employees are covered by Defense Base Act insurance.]

52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984)

[Note to Contracting Officer: if order is for services and contractor employees are not covered by Defense Base Act insurance.]

52.228-4 WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE (APR 1984)

52.229-6 FOREIGN FIXED PRICED CONTRACTS (FEB 2013)

52.232-24 PROHIBITION OF ASSIGNMENT OF CLAIMS (JAN 1986)

[Note to Contracting Officer: if payment will be made through the Government-wide purchase card]

52.232-36 PAYMENT BY THIRD PARTY (JUL 2013)

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)

52.233-1 DISPUTES (JUL 2002), *Alternate I* (DEC 1991)

[Note to Contracting Officer: for services to be performed on USG installations.]

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)

52.212-4, CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (SEPT 2013), IS INCORPORATED BY REFERENCE (See SF-1449, Block 27B).

ADDENDUM TO 52.212-4

NONE

[While the FAR allows certain paragraphs of 52.212-4 to be tailored, the Contracting Officer should consult A/OPE before tailoring any of the language. Keep in mind that paragraphs (b), (d), (g), (i), (q), and (r) of 52.212-4 may not be tailored. If there is no addendum to 52.212-4, leave this as "none".]

[NOTE TO CONTRACTING OFFICER - FAR clause 52.212-5 may NOT be tailored, e.g., you may not delete any portion of it. The clause requires you to place an "X" next to the portions which lead with a ___ tick box. We have provided guidance below. Be sure to highlight any tick marks when you send to OPE for review.]

Paragraph (b), check as appropriate:

(1) Check if requirement exceeds \$150,000.

(2) Check if requirement exceeds \$5,000,000 and the performance period is 120 days or more

(3) is not applicable overseas.

(4) Check if requirement exceeds \$25,000.

(5) and (6) are not applicable.

(7) Check if requirement exceeds \$500,000.

(8) through (26) are not applicable.

(27) Check if requirement is for supplies and exceeds the micro-purchase threshold.

(28, 29 and 30) Check if requirement is for supplies exceeding \$10,000 and is awarded to a U.S. firm, or is for services exceeding \$10,000 and is awarded to a U.S. firm whose employees performing the work were recruited within the U.S.

(31) Do not check if both the performance of the work and the recruitment of workers will occur outside the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, or Wake Island. Otherwise, contact your OPE Desk Officer for instructions.

(32) Check if you have included clause 52.222-35.

(33) Check if any of the work will be performed in the U.S. and the requirement exceeds the simplified acquisition threshold.

(34) Do not check since you are contracting only for work that will be performed outside of the United States. If some of your work will be performed inside the U.S., contact your OPE Desk Officer.

(35i and ii) Check if the requirement exceeds \$150,000 and is for or specifies the use of EPA designated items containing recovered materials. If technical personnel advise that estimates can be verified, use the clause with its Alternate I.

(36) Unless exempt pursuant to FAR 23.204 check this clause when energy-consuming products listed in the ENERGY STAR® Program or FEMP will be—

(a) Delivered;

(b) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(c) Furnished by the Contractor for use by the Government; or

(d) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.

(37i and ii) Unless an exception has been approved in accordance with FAR 23.705(c), insert the clause at 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products, in all solicitations and contracts for— (i) Personal computer products;

(ii) Services that require furnishing of personal computer products for use by the Government; or (iii) Contractor operation of Government-owned facilities. Use the clause with its Alternate I when there are sufficient EPEAT Silver registered products available to meet agency needs.

(38) Check this clause.

(39) and (40) are not applicable.

(41) Check if the requirement will be \$202,000 or more, if the acquisition is covered by the WTO GPA (see FAR Subpart 25.4) and the agency has determined that the restrictions of the Buy American Act are not applicable to U.S-made end products. If the agency has not made such a determination, the Contracting Officer must follow agency procedures.

(42) Check if the requirement is for either supplies or services and the amount exceeds the micro-purchase threshold, unless authorized by OFAC.

(43) through (45) are not applicable.

(46) Check this clause.

(47) Check this clause after obtaining guidance from your OPE Desk Officer and the offeror has requested installation/progress payments in their offer.

(48) Check if payment will be made by EFT and the Contractor has registered in the CCR.

(49) Check if payment will be made by EFT or other means, e.g. check, and the Contractor has not registered in the CCR.

(50) and (51) are not applicable.

(52i and ii) Check if the order is for supplies that may involve ocean transportation: at least 50% of the gross tonnage must be transported on privately owned U.S-flag commercial vessels to the extent that such vessels are available at rates that are fair and reasonable for U.S-flag commercial vessels. Check Alternate I if 100% of the supplies will be transported on privately owned U.S-flag commercial vessels.

Paragraph (c) is not applicable.

Paragraph (e) applies only if award is made to a U.S. firm:

(ix) Alternate I check if local law identifies “off-limits establishments”]

The following FAR clause is provided in full text:

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (SEPT 2013)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) *The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:*

[Contracting Officer: check as appropriate]

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with *Alternate I* (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

___ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).

___ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

___ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

___ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

___ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)

(15 U.S.C. 657a).

— (11) [Reserved]

— (12)(i) 52.219-6, *Notice of Total Small Business Set-Aside* (Nov 2011) (15 U.S.C. 644).

— (ii) *Alternate I* (Nov 2011).

— (iii) *Alternate II* (Nov 2011).

— (13)(i) 52.219-7, *Notice of Partial Small Business Set-Aside* (June 2003)

(15 U.S.C. 644).

— (ii) *Alternate I* (Oct 1995) of 52.219-7.

— (iii) *Alternate II* (Mar 2004) of 52.219-7.

— (14) 52.219-8, *Utilization of Small Business Concerns* (Jul 2013) (15 U.S.C. 637(d)(2) and (3)).

— (15)(i) 52.219-9, *Small Business Subcontracting Plan* (Jul 2013) (15 U.S.C. 637(d)(4)).

— (ii) *Alternate I* (Oct 2001) of 52.219-9.

— (iii) *Alternate II* (Oct 2001) of 52.219-9.

— (iv) *Alternate III* (Jul 2010) of 52.219-9.

— (16) 52.219-13, *Notice of Set-Aside of Orders* (Nov 2011)(15 U.S.C. 644(r)).

— (17) 52.219-14, *Limitations on Subcontracting* (Nov 2011) (15 U.S.C. 637(a)(14)).

— (18) 52.219-16, *Liquidated Damages—Subcontracting Plan* (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

— (19)(i) 52.219-23, *Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns* (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

— (ii) *Alternate I* (June 2003) of 52.219-23.

— (20) 52.219-25, *Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting* (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

— (21) 52.219-26, *Small Disadvantaged Business Participation Program—Incentive Subcontracting* (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

— (22) 52.219-27, *Notice of Service-Disabled Veteran-Owned Small Business Set-Aside* (Nov 2011) (15 U.S.C. 657 f).

— (23) 52.219-28, *Post Award Small Business Program Rerepresentation* (Jul 2013) (15 U.S.C. 632(a)(2)).

— (24) 52.219-29, *Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns* (Jul 2013) (15 U.S.C. 637(m)).

— (25) 52.219-30, *Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program* (Jul 2013) (15 U.S.C. 637(m)).

— (26) 52.222-3, *Convict Labor* (June 2003) (E.O. 11755).

— (27) 52.222-19, *Child Labor—Cooperation with Authorities and Remedies* (Mar 2012) (E.O. 13126).

— (28) 52.222-21, *Prohibition of Segregated Facilities* (Feb 1999).

— (29) 52.222-26, *Equal Opportunity* (Mar 2007) (E.O. 11246).

— (30) 52.222-35, *Equal Opportunity for Veterans* (Sep 2010)(38 U.S.C. 4212).

- ___ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- ___ (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- ___ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ___ (34) 52.222-54, Employment Eligibility Verification (JUL 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ___ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- ___ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- ___ (ii) Alternate I (DEC 2007) of 52.223-16.
- ___ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- ___ (39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- ___ (40)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Nov 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ___ (ii) Alternate I (Mar 2012) of 52.225-3.
- ___ (iii) Alternate II (Mar 2012) of 52.225-3.
- ___ (iv) Alternate III (Nov 2012) of 52.225-3.
- ___ (41) 52.225-5, Trade Agreements (SEPT 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- ___ (42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (43) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ___ (44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ___ (46) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)

(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (47) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (48) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (49) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (50) 52.232-36, Payment by Third Party (Jul 2013) (31 U.S.C. 3332).

___ (51) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (52)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

___ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 351, *et seq.*).

___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

___ (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

___ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

___ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records,

materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

____ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United

States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

The following Department of State Acquisition Regulation (DOSAR, 48 CFR Chapter 6) clause(s) is/are incorporated by reference:

<u>DOSAR</u>	<u>TITLE AND DATE</u>
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[Note to Contracting Officer: if order exceeds \$150,000.]

652.225-71	SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, as amended (AUG 1999)
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[Note to Contracting Officer: for services to be performed overseas when the contract includes covered contractor employees as defined in paragraph (a) of the clause. Paragraphs (b), (c), (d), (e) and (f) are RESERVED.]

652.228-71	WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT) – SERVICES (JUNE 2006)
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[Note to Contracting Officer: for supplies to be delivered to an overseas post.]

652.229-70	EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES (JUL 1988)
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652.229-71	PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)
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[Note to Contracting Officer: for services where performance will be on-site in a Department of State facility.]

652.237-72	OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)
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[Note to Contracting Officer: for orders that include information technology resources or services in which the Contractor will have physical or electronic access to Department information that directly supports the mission of the Department.]

652.239-71 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION
TECHNOLOGY RESOURCES (SEP 2007)

*[Note to Contracting Officer: if a COR will be named for the order, complete Paragraph (b):
“The COR is _____”]*

652.242-70 CONTRACTING OFFICER’S REPRESENTATIVE (AUG 1999)

[Note to Contracting Officer: for overseas shipment of supplies.]

625.242-71 NOTICE OF SHIPMENTS (JUL 1988)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

652.243-70 NOTICES (AUG 1999)

The following clauses are provided in full text, and are applicable for Orders for Services:

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. “John Smith, Office of Human Resources, ACME Corporation Support Contractor”);
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

[Note to Contracting Officer: See instructions on whether to add the following DBA provision. Note that DBA provisions only apply to service BPA's, not hardware or supply type BPAs.]

652.228-71 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT) – SERVICES (JUNE 2006)

(a) This clause supplements FAR 52.228-3. For the purposes of this clause, “covered contractor employees” includes the following individuals:

- (1) United States citizens or residents;
- (2) Individuals hired in the United States or its possessions, regardless of citizenship; and
- (3) Local nationals and third country nationals where contract performance takes place in a country where there are no local workers' compensation laws.

Paragraphs b, c, d, e and f are RESERVED.

(g) (1) Section 16 of the State Basic Authorities Act (22 U.S.C. 2680a), as amended, provides that the Defense Base Act shall not apply with respect to such contracts as the Secretary of State determines are contracts with persons employed to perform work for the Department of State on an intermittent basis for not more than 90 days in a calendar year. “Persons” includes individuals hired by companies under contract with the Department. The Procurement Executive has the authority to issue the waivers for Contractor employees who work on an intermittent or short-term basis.

(2) The Contractor shall submit waiver requests to the Contracting Officer. The request shall contain the following information:

- (i) Contract number;
- (ii) Name of Contractor;
- (iii) Brief description of the services to be provided under the contract and country of performance;
- (iv) Name and position title of individual(s);
- (v) Nationality of individual(s) (must be U.S. citizen or U.S. resident);
- (vi) Dates (or timeframe) of performance at the overseas location; and,

(vii) Evidence of alternative workers' compensation coverage for these employees (e.g., evidence that the State workers' compensation program covers workers on short-term foreign assignments).

(3) The Contracting Officer shall provide to the Contractor the original of the approved or disapproved document and maintain a copy in the contract file.

(End of clause)

[Note to Contracting Officer: above when appropriate, insert Alternate I below into the clause.]

Alternate I. (MO/YR) If the contract is for construction, as prescribed in 628.309-70(b), substitute the following paragraph (c) for paragraph (c) of the basis clause:

(c) The current rate under the Department of State contract is ***[Note to Contracting Officer: insert rate]*** of compensation for construction.”

EVALUATION FACTORS

The Government intends to award a Blanket Purchase Agreement (BPA) resulting from this solicitation to the quoter(s) that offers the lowest priced, technically acceptable quotation and who is/are also a responsible Contractor. The Government may elect to award a single BPA or multiple BPAs, dependent upon quality of quotations received and need. The evaluation process shall include the following:

- a) **Compliance Review.** The Government will perform an initial review of quotations received to determine compliance with the terms of the solicitation. The Government may reject as unacceptable quotations that do not conform to the solicitation.
- b) **Technical Acceptability.** Technical acceptability will include a review of past performance and experience as defined in Section 3, along with any technical information provided by the quoter with its quotation.
- c) **Price Evaluation.** The lowest price will be determined by adding all the offered prices to reach a total price. Since no estimated quantities are provided, unit prices will simply be added together to reach a total price, for evaluation purposes. This addition will be done for each period of performance, arriving at a grand total. The Government reserves the right to reject quotations that are unreasonably low or high in price.
- d) **Responsibility Determination.** Responsibility will be determined by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:
 - adequate financial resources or the ability to obtain them;
 - ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
 - satisfactory record of integrity and business ethics;
 - necessary organization, experience, and skills or the ability to obtain them;
 - necessary equipment and facilities or the ability to obtain them; and
 - be otherwise qualified and eligible to receive an award under applicable laws and regulations.

OFFEROR
REPRESENTATIONS AND CERTIFICATIONS

[Note To Contracting Officer - FAR provision 52.212-3 may NOT be tailored, e.g., you may not delete any portion of it. However, Post may add paragraphs (c), (d), (f), (g), can reserved. Paragraph (h) applies only if the contract value is expected to exceed the simplified acquisition threshold. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA. The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b). Paragraph (j) does not apply unless the solicitation is predominantly for the acquisition of manufactured end products]]

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS
(AUG 2013)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) *Definitions.* As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation”, as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is

incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
 - (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
 - (3) Consist of providing goods or services to marginalized populations of Sudan;
 - (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
 - (5) Consist of providing goods or services that are used only to promote health or education;
- or
- (6) Have been voluntarily suspended.

“Sensitive technology”—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) *Annual Representations and Certifications*. Any changes provided by the offeror in

paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs

[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that It *o* is, *o* is not a small business concern.

(2) *Veteran-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it *o* is, *o* is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]* The offeror represents as part of its offer that it *o* is, *o* is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, for general statistical purposes, that it *o* is, *o* is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it *o* is, *o* is not a women-owned small business concern.

(6) *WOSB concern eligible under the WOSB Program.* *[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.]* The offeror represents that—

(i) It *o* is, *o* is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It *o* is, *o* is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [*The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.*] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [*Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.*] The offeror represents that—

(i) It *o* is, *o* is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It *o* is, *o* is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [*The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.*] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) Women-owned business concern (other than small business concern). [*Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it *o* is a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:_____

(10) [*Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.*]

(i) General. The offeror represents that either—

(A) It *o* is, *o* is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the SAM Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable

exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It *o* has, *o* has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *o* Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.*]

(11) *HUBZone small business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, as part of its offer, that—

(i) It *o* is, *o* is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It *o* is, *o* is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.*] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It *o* has, *o* has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It *o* has, *o* has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

(i) It *o* has developed and has on file, *o* has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It *o* has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or

employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country

end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.*
If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.*
If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act-Free Trade Agreements-Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
-------	-------

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) *o* Are, *o* are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) *o* Have, *o* have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) *o* Are, *o* are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) *o* Have, *o* have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment*. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples*.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products* (*Executive Order 13126*). [***The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).***]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) *Certification.* [***If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.***]

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) *o* In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end

products manufactured outside the United States); or

(2) *o* Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.*

(Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[The Contracting Officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror *o* does *o* does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror *o* does *o* does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if

the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

- o* TIN: _____.
- o* TIN has been applied for.
- o* TIN is not required because:
 - o* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - o* Offeror is an agency or instrumentality of a foreign government;
 - o* Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

- o* Sole proprietorship;
- o* Partnership;
- o* Corporate entity (not tax-exempt);
- o* Corporate entity (tax-exempt);
- o* Government entity (Federal, State, or local);
- o* Foreign government;
- o* International organization per 26 CFR 1.6049-4;
- o* Other _____.

(5) *Common parent.*

- o* Offeror is not owned or controlled by a common parent;
- o* Name and TIN of common parent:
 - Name _____.
 - TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) *Representation.* By submission of its offer, the offeror represents that—

- (i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and Certifications*. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (See Department of Treasury, Office of Foreign Assets Control's (OFAC) Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>.)

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.*, 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of provision)

ADDENDUM TO OFFEROR REPRESENTATIONS AND CERTIFICATIONS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

<u>PROVISION</u>	<u>TITLE AND DATE</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN – REPRESENTATIONS AND CERTIFICATIONS (DEC 2012)

[Note to Contracting Officer: Only include provision below if acquisition is estimated to exceed \$150,000.]

The following DOSAR provision(s) is/are provided in full text:

652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below.

United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

(b) Certification. By submitting this offer, the offeror certifies that it is not:

- (1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,
- (2) Discriminating in the award of subcontracts on the basis of religion.

[Note to Contracting Officer: see instructions on whether to include the following DOSAR provision.]

Note to bidder/offeror: If the bidder/offeror has indicated “yes” in blocks (a)(1), (2), or (3)

of the following provision, the bidder/offeror shall include Defense Base Act insurance costs covering those employees in their proposed prices. The bidder/offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrier.htm>.

652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES
(JUNE 2006)

(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

<u>Category</u>	<u>Yes/No</u>	<u>Number</u>	
(1) United States citizens or residents			
(2) Individuals hired in the United States, regardless of citizenship			
(3) Local nationals or third country nationals where contract performance takes place in a country where there are no local workers' compensation laws		local nationals:	
		third-country nationals:	
(4) Local nationals or third country nationals where contract performance takes place in a country where there are local workers' compensation laws		local nationals:	
		third-country nationals:	

(b) The Contracting Officer has determined that for performance in the country of [*Note to Contracting Officer: insert country of performance and check the appropriate block below.*] –

- ☐ Workers' compensation laws exist that will cover local nationals and third country nationals.
- ☐ Workers' compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated “yes” in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(d) RESERVED

(End of provision)